

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Aug 25, 2016

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Agreement between the City of Huntsville and Miller & Miller, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Miller & Miller, Inc. for EUL Weep Hole Repairs, Lake F, Project No. 71-16-SP51

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This contract is for the labor and materials for grouting Lake F weep holes in existing concrete culverts to make them water tight. Original plans and specifications for concrete culverts required weep holes to be installed as a result Lake F has continued to leak since original construction. The contract has a Lump Sum Price of price of \$3,243.60. Account No. 3205-71-00000-540100-TE1027XX-

Associated Cost: \$3,243.60

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

dc

Department Head: 

Date: 8/15/16

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **8/25/2016**

Department Contact: **Lameka Carter**

Phone # **256-427-5316**

Contract or Agreement: **Weep Hole Repair**

Document Name: **Miller & Miller - EUL Weep Hole Repair Project No. 71-16-SP51**

City Obligation Amount: **\$3,243.60**

Total Project Budget: **\$3,243.60**

Uncommitted Account Balance: **0**

Account Number: **3205-71-00000-540100-TE1027XX-**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Kathy Mark</i>	<i>8/15/16</i>
2) Legal	<i>Mary Carter</i>	<i>8/19/16</i>
3) Finance	<i>M. Sargent</i>	<i>8/20/16</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and Miller & Miller, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Agreement between the City of Huntsville and Miller & Miller, Inc. for EUL Weep Hole Repairs, Lake F, Project No. 71-16-SP51" consisting of twelve (12) pages plus eleven (11) additional pages consisting of Attachments "A", and the date of August 25, 2016, appearing on the margin of the first page, together with the signature of the President of the City Council, and an executed copy of said document after being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 25th day of August, 2015.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 25th day of August, 2015.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND MILLER & MILLER, INC. FOR EUL WEEP HOLE
REPAIRS, LAKE F, PROJECT NO. 71-16-SP51**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is made this 25th day of August, 2016, between MILLER & MILLER, INC., (hereinafter referred to as "Contractor"), and the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as "City").

RECITALS

WHEREAS, the City of Huntsville has installed at the Redstone Gateway Project three storm drain lines which drain into a permanent detention pond; and

WHEREAS, the said drain lines include box culverts that contain weep holes;
and

WHEREAS, the City requires that the weep holes be repaired;

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

ARTICLE 1: **Statement of Work:** Contractor hereby agrees to provide the following services to the City of Huntsville:

See Attachment "A"

**_____
President of the City Council of the City
of Huntsville, AL
Date: August 25, 2016**

ARTICLE 2: Period of Performance and Schedule:

Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the Contractor shall execute the contract and furnish to the City a payment (labor and material) bond and a performance bond each in the amount of 100% of the contract amount. A notice to proceed will not be issued until the Contractor has furnished the required bonds and insurance. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the Contractor failing to submit the required items within the fifteen (15) days.

It is understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract unless otherwise instructed in writing by the City. All work shall be carried on continuously to completion.

Unless a valid change order has been issued which alters the contract time period, all work is to be completed by September 2, 2016.

ARTICLE 3: Contract Price: In consideration of the services rendered hereunder, the City shall pay to Contractor for the work performed pursuant to the Statement of Work a Lump Sum Total Contract Amount of THREE THOUSAND TWO HUNDRED FORTY-THREE AND .60/100 DOLLARS (\$3,243.60). Contractor shall invoice the City on no less than a monthly basis for the services provided. The City shall pay Contractor within thirty (30) days from the date of receipt of the monthly invoice from Contractor.

ARTICLE 4: Contractor performing as an Independent Contractor: In the performance of this work it is understood between the parties that the Contractor and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Contractor shall have no authority to obligate the City to any indebtedness or other obligation.

ARTICLE 5: Entire Agreement: The contract between the City and Contractor consists of this written Agreement and any documents, drawings or attachments furnished by the City and referenced herein. This written Agreement constitutes the entire agreement between the City and Contractor with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Contractor.

ARTICLE 6: Licenses & Permits: In order to receive the award of this contract, Contractor shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract. Additionally,

Contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the City at the time the contract is executed.

ARTICLE 7: No Waiver Clause: The failure of the City to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the City's right to future performance of such terms, and Contractor's obligations for future performance of such shall continue in effect.

ARTICLE 8: Insurance and Indemnification Requirements: Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. Contractor shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by , its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

Commercial General Liability

Products and Completed Operations

Contractual

Personal Injury

Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Board of Industrial Relations. The Workers' Compensation Insurance carrier or self-insured fund shall waive all subrogation rights against the City of Huntsville, its officers, employees, agents and specified volunteers.

5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 1,000,000 General Aggregate Limit
\$ 500,000 Products - Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$ 500,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 1,000,000 Per Claim

3. Automobile Liability:

\$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

\$ 100,000 Bodily Injury by Accident or Disease

\$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

a. The City, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Contractor for products used by and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents or specified volunteers. Additional Insured status on the CGL shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide coverage as per this Agreement.

b. Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Contractor's insurance and shall not contribute to it.

c. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and Contractor shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Contractor shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. INTELLECTUAL PROPERTY RIGHTS:

Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Contractor pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Contractor, and granting Contractor the sole right to defend such claim. In the event of any infringement or claimed infringement, Contractor, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

H. HOLD HARMLESS AGREEMENT:

Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, court awarded attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is directly attributable to personal injury, including bodily injury or death, or to injury to or destruction of tangible

property, therefrom, and (2) is caused by any negligent act or omission of Contractor or any of its consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

ARTICLE 9: This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms of this agreement shall be in the state or federal courts of Madison County, Alabama.

ARTICLE 10: This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

ARTICLE 11: When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

ARTICLE 12: The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

ARTICLE 13: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

ARTICLE 14: Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

ARTICLE 15: Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

ARTICLE 16: Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the immediately preceding sentence, the City and Contractor, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE 17: L.W. Redstone, LLC and the United States of America through the Secretary of Department of the Army (Army) are considered to be third party beneficiaries to this Agreement. Otherwise, this Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is

intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, other than L. W. Redstone, LLC and the Army against the CITY or the PROJECT MANAGER.

ARTICLE 18: Contractor shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Contractor of any responsibility for performing this contract.

ARTICLE 19: The Services will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

ARTICLE 20: In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

ARTICLE 21: **Lien Waivers**: Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with Contractor's final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, and all construction signs have been removed. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a Huntsville local newspaper. The final payment request shall be submitted along with two (2) original, certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers. The advertisement of completion must read as follows:

LEGAL NOTICE (Header)

____(company name)____ hereby gives Legal Notice of Completion of Contract with ____ (project name)____, ____ (project no.(s))____ located in the City of Huntsville, Alabama. All claims should be filed at ____ (company address)____ during this period of advertisement, i.e. June 17, 24, July 1, 8, 2011 (example of dates).

ARTICLE 22: **Surety Bonds**: The Contractor shall furnish separate performance and payment bonds to the City within fifteen (15) days after the date of acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in

such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the City, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the City. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

ARTICLE 23: Termination for Convenience:

A. The City may for any reason whatever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the

amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

ARTICLE 24: Termination for Cause:

A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

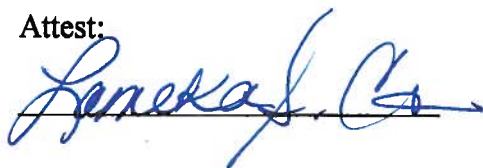
ARTICLE 25: Order of Preference of Contract Documents: In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Contractor is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) Miller & Miller, Inc.'s proposal attached hereto as Attachment "A".

[Signatures to follow on next page]

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.


MILLER & MILLER, INC.

Attest:

A handwritten signature in blue ink, appearing to read "Lane", written over a horizontal line.

By :

Its:

A handwritten signature in blue ink, appearing to read "M. H. S.", written over a horizontal line. Below the line, the words "Corp Secretary" are handwritten in blue ink.

CITY OF HUNTSVILLE
a municipal corporation
in the State of Alabama

Attest:

Kenneth Benion
Its: Clerk-Treasurer

By: _____

Tommy Battle
Its: Mayor

ATTACHMENT "A"

July 18, 2016

City Of Huntsville Engineering Division
320 Fountain
Huntsville, Alabama 35801

Attn: Allan Clements

Re: weep Hole repairs
EUL Lake

"Proposal/Quotation "

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Weep Hole repair as required	34	Each	95.40	3,243.60

Total **\$3,243.60**

Terms

- 1) Material to be as specified in previous e-mails regarding material and installation methods. Euco Tremie Grout for underwater applications.
- 2) All weep holes to be marked prior to beginning work
- 3) Dewatering of work area to be by others.
- 4) Work to be performed at off-hours or on Weekends if necessary
- 5) Inspection to be by others.

ACL
9/9/16

[Handwritten signature]

Accepted By (Signature): _____

Name: _____

Title: _____

Dated: _____

Dolberry, Mary

From: Clements, Alan L.
Sent: Monday, August 22, 2016 11:11 AM
To: Dolberry, Mary
Subject: FW: Filling of Weep holes
Attachments: FW: EUL Pond F Repairs

Thank You,

Alan Clements
Engineering
City of Huntsville
(256) 427-5311 office
(256) 427-5325 fax

From: Mark Seeley [<mailto:mseeley@miller-miller-inc.com>]
Sent: Thursday, July 14, 2016 3:31 PM
To: Clements, Alan L.
Subject: Filling of Weep holes

Alan,

For re-mobilizing, safety, access, materials, labor for 48 holes I am coming up with \$95.40 Each = \$4579.20. This assumes that all the holes are marked and are ready to go and that pumping and all dewatering is done by others.

We have 12 bags left and it should be just enough to do this if we are very careful with this material.

Let me know so I can schedule in. (May have to do it myself)

Regards,

Mark Seeley

Dolberry, Mary

From: Clements, Alan L.
Sent: Tuesday, December 08, 2015 4:08 PM
To: Chris Lovoy; 'Mark Seeley'
Cc: 'Greg Hall'; Martin, Kathy; gballock@buildingandearth.com; Tim Roberts; Rick Nail; 'Hamrick, Darren'; 'Stoops, Matt'
Subject: FW: EUL Pond F Repairs
Attachments: Euco Tremie Grout.pdf

Chris - LBYD has found that this product is also acceptable for the structure repairs.

Thank You,

Alan Clements
Engineering
City of Huntsville
(256) 427-5311 office
(256) 427-5325 fax

From: Tim Roberts [mailto:troberts@lbyd.com]
Sent: Tuesday, December 08, 2015 4:01 PM
To: Clements, Alan L.
Cc: Rick Nail
Subject: RE: EUL Pond F Repairs

Alan,
After discussing our situation with Euclid Chemical, technical support recommended the above non-shrink grout for our scope of work. As you can see the cut sheet does not show the hydrostatic pressure. However, the technical support pointed out the pressure head can be converted to psi which we can compare to the compressive strength.

Therefore, if we take hydrostatic pressure of a liquid we get the following:
Pressure = height of fluid X density of liquid X gravitational acceleration
Height of fluid = 15 ft
Pressure = 6.5 psi

Per the attached cut sheet, the non-shrink grout is capable of withstanding 7,200 psi, well over our pressure of 6.5 psi. Please let me know if you have any questions.

Thank you,
Tim

Tim Roberts, PE
Project Manager
LBYD, Inc. - Civil and Structural Engineers
Birmingham - Huntsville - Tampa Bay
300 East Clinton Avenue, Suite 1, Huntsville, AL 35801
Main (256) 533-1575 - Mobile (256) 441-2232
troberts@lbyd.com - www.lbyd.com

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From: Clements, Alan L. [<mailto:alan.clements@huntsvilleal.gov>]
Sent: Tuesday, December 08, 2015 3:04 PM
To: Tim Roberts
Cc: Rick Nail
Subject: RE: EUL Pond F Repairs

Thanks Buddy

Alan Clements
Engineering
City of Huntsville
(256) 427-5311 office
(256) 427-5325 fax

From: Tim Roberts [<mailto:Troberts@lbyd.com>]
Sent: Tuesday, December 08, 2015 3:02 PM
To: Clements, Alan L.
Cc: Rick Nail
Subject: RE: EUL Pond F Repairs

Alan,

We have found another non-shrink grout for submerged concrete structures and pipe. The cut sheet does not have the hydrostatic information we are requiring so, I have talked with a representative from Euclid Chemical and he is tracking down the information on the hydrostatic pressure so we can submit. I will keep you updated.

Thanks,
Tim

Tim Roberts, PE
Project Manager
LBYD, Inc. - Civil and Structural Engineers
Birmingham - Huntsville - Tampa Bay
300 East Clinton Avenue, Suite 1, Huntsville, AL 35801
Main (256) 533-1575 - Mobile (256) 441-2232
troberts@lbyd.com - www.lbyd.com

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From: Clements, Alan L. [<mailto:alan.clements@huntsvilleal.gov>]
Sent: Friday, December 04, 2015 9:42 AM
To: Rick Nail; Chris Lovoy; 'Stoops, Matt'; Whitaker, Preston; gballcock@buildingandearth.com; davidh@reedalabama.com; 'Justin Griggs'; McNeese, Christopher; 'Mark Seeley'; Martin, Kathy; 'Kelley, Matt'; 'Hamrick, Darren'; 'Greg Hall'
Cc: Tim Roberts
Subject: RE: EUL Pond F Repairs

Rick – thank you for your help

Alan Clements
Engineering
City of Huntsville
(256) 427-5311 office
(256) 427-5325 fax

From: Rick Nail [<mailto:rnail@lbyd.com>]
Sent: Friday, December 04, 2015 9:35 AM
To: Clements, Alan L.; Chris Lovoy; 'Stoops, Matt'; Whitaker, Preston; gballcock@buildingandearth.com; davidh@reedalabama.com; 'Justin Griggs'; McNeese, Christopher; 'Mark Seeley'; Martin, Kathy; 'Kelley, Matt'; 'Hamrick, Darren'; 'Greg Hall'
Cc: Tim Roberts
Subject: RE: EUL Pond F Repairs

Alan:

Here are two of the products that we have been talking about. Tim is going to call The Euclid Chemical Company (maker of Speed Crete Red Line Rapid Setting Repair Material) this morning and see if they have any other products which they could provide hydrostatic testing data on. We will let you know what we find out.

Please have Reed Construction review and let us know if they have any other similar products that they would like for us to review.

Call me if you have any questions.

Thanks,
Rick

Rick Nail, PE, LEED AP BD+C
Executive Vice President / Senior Principal
LBYP, Inc. - Civil and Structural Engineers
Birmingham - Huntsville - Tampa Bay
716 South 30th Street, Birmingham, AL 35233
Main (205) 251-4500 - Direct (205) 488-0238 - Mobile (205) 613-1261
rnail@lbyd.com - www.lbyd.com

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From: Clements, Alan L. [<mailto:alan.clements@huntsvilleal.gov>]
Sent: Thursday, December 03, 2015 4:27 PM
To: Chris Lovoy; 'Stoops, Matt'; Whitaker, Preston; gballcock@buildingandearth.com; davidh@reedalabama.com; 'Justin Griggs'; McNeese, Christopher; 'Mark Seeley'; Martin, Kathy; 'Kelley, Matt'; 'Hamrick, Darren'; 'Greg Hall'
Cc: Rick Nail; Tim Roberts
Subject: RE: EUL Pond F Repairs

Rick – tell him what you would prefer used.

Thank You,

Alan Clements
Engineering
City of Huntsville
(256) 427-5311 office
(256) 427-5325 fax

From: Chris Lovoy [<mailto:chrisl@reedalabama.com>]
Sent: Thursday, December 03, 2015 4:04 PM
To: Clements, Alan L.; 'Stoops, Matt'; Whitaker, Preston; gballcock@buildingandearth.com; davidh@reedalabama.com; 'Justin Griggs'; McNeese, Christopher; 'Mark Seeley'; Martin, Kathy; 'Kelley, Matt'; 'Hamrick, Darren'; 'Greg Hall'
Cc: 'Rick Nail'; 'Tim Roberts'
Subject: RE: EUL Pond F Repairs

Alan,

This was a question asked concerning pre cast box culverts and supplies absolutely no technical data. Please have your engineer specify a product that will be acceptable thanks.

Chris Lovoy
Senior Estimator/Project Manager
Reed Contracting Services, Inc.
Office: (256) 533-0505
Fax: (256)533-0590

From: Clements, Alan L. [<mailto:alan.clements@huntsvilleal.gov>]
Sent: Thursday, December 03, 2015 4:03 PM
To: Chris Lovoy; 'Stoops, Matt'; Whitaker, Preston; gballcock@buildingandearth.com; davidh@reedalabama.com; 'Justin Griggs'; McNeese, Christopher; 'Mark Seeley'; Martin, Kathy; 'Kelley, Matt'; 'Hamrick, Darren'; 'Greg Hall'
Cc: Rick Nail; Tim Roberts
Subject: RE: EUL Pond F Repairs

Chris see attached

Thank You,

Alan Clements
Engineering
City of Huntsville
(256) 427-5311 office
(256) 427-5325 fax

From: Chris Lovoy [<mailto:chrisl@reedalabama.com>]
Sent: Thursday, December 03, 2015 3:55 PM
To: Clements, Alan L.; 'Stoops, Matt'; Whitaker, Preston; gballcock@buildingandearth.com; davidh@reedalabama.com; 'Justin Griggs'; McNeese, Christopher; 'Mark Seeley'; Martin, Kathy; 'Kelley, Matt'; 'Hamrick, Darren'; 'Greg Hall'
Subject: RE: EUL Pond F Repairs

Alan,

Please provide written specifications for the material you are looking for or have your engineer provide us the name and information of the product that will meet your satisfaction. It is pointless for us to keep submitting something that will be turned down.

Thank you for your prompt attention to this issue.

Chris Lovoy

Senior Estimator/Project Manager

Reed Contracting Services, Inc.

Office: (256) 533-0505

Fax: (256)533-0590

From: Clements, Alan L. [<mailto:alan.clements@huntsvilleal.gov>]

Sent: Thursday, December 03, 2015 3:48 PM

To: Stoops, Matt; 'chrisl@reedalabama.com'; Whitaker, Preston; 'gballock@buildingandearth.com'; 'davidh@reedalabama.com'; Justin Griggs; McNeese, Christopher; Mark Seeley; Martin, Kathy; Kelley, Matt; Hamrick, Darren; Greg Hall

Subject: RE: EUL Pond F Repairs

To All:

Just as a update from our November 19th meeting regarding project schedule – it appears that between the recent weather and the upcoming Holidays the actual lake drawdown will not take place until after the new year. Reed did submit a grout product for consideration but it was denied as it did not meet specification. Based on the conversation I had with Reed Contracting today – Reed will submit another grout product for consideration and once it is approved Reed will provide a schedule for the proposed work. As soon as we know when Reed plans to mobilize we can back in when Public Works can begin drawing down the lake and cleaning sediment from the culverts. If you have any questions please call me at your convenience.

Thank You,

Alan Clements

Engineering

City of Huntsville

(256) 427-5311 office

(256) 427-5325 fax

From: Stoops, Matt [<mailto:MStoops@sain.com>]

Sent: Tuesday, December 01, 2015 4:01 PM

To: 'chrisl@reedalabama.com'; 'preston.whitaker@huntsvilleal.gov'; 'gballock@buildingandearth.com'; 'davidh@reedalabama.com'

Cc: 'Clements, Alan L.'

Subject: RE: EUL Pond F Repairs

I understand Reed has submitted a product for approval. Understanding with the rains we are likely looking at next week at best case, but for coordination purposes please reply all with your expected dates of work:

1. Draw down & silt flushing by Public Works -
2. Inspections by Building & Earth -
3. Repair application by Reed -

Matt Stoops, PE

mstoops@sain.com

205-263-2180 Office

205-960-3022 Cell

From: Clements, Alan L. [<mailto:alan.clements@huntsvilleal.gov>]

Sent: Monday, November 23, 2015 12:00 PM

To: McNeese, Christopher; Whitaker, Preston; Chris Lovoy; davidh@reedalabama.com; Mark Seeley; Martin, Kathy; Greg Hall; Hamrick, Darren; Ballock, George; Tim Roberts; Rick Nail; Kelley, Matt

Subject: EUL Pond F Repairs

To All:

Key points from Last Thursday meeting for your use.

Thank You,

Alan Clements
Engineering
City of Huntsville
(256) 427-5311 office
(256) 427-5325 fax

-----Original Appointment-----

From: Clements, Alan L.

Sent: Monday, November 16, 2015 1:56 PM

To: McNeese, Christopher; Whitaker, Preston

Subject: FW: EUL Pond F Repairs (Revised Start Time)

When: Thursday, November 19, 2015 8:00 AM-9:30 AM (UTC-06:00) Central Time (US & Canada).

Where: COH Engineering

-----Original Appointment-----

From: Clements, Alan L.

Sent: Thursday, November 05, 2015 5:04 PM

To: Clements, Alan L.; Chris Lovoy; davidh@reedalabama.com; Mark Seeley; Martin, Kathy; Greg Hall; dhamrick@sain.com; Ballock, George; Tim Roberts; Rick Nail; Kelley, Matt <MKelley@BrasfieldGorrie.com>; alanlowellclements@gmail.com

Cc: Bailey, Alicia; Meads, Jim

Subject: EUL Pond F Repairs (Revised Start Time)

When: Thursday, November 19, 2015 8:00 AM-9:30 AM (UTC-06:00) Central Time (US & Canada).

Where: COH Engineering

To All:

The meeting time had to be changed to 8:00 AM on the same day (11/19/15) in order for all to attend. Please make this change on your calendar and I apologize for the inconvenience.

Alan

To All:

Please plan to attend this meeting to discuss the Lake F drainage structures. As all of you are aware Lake F has not been able to maintain the design full pool elevation of 632.5' but has been holding a fairly uniform pool elevation of approximately 629.5'. As a result, BESI, Sain & Associates and others have performed detailed inspections of the structures and found deficiencies that need to be addressed. A meeting on this same subject was held back in April of this year and repairs were discussed at this meeting but no real action was ever initiated. In the meeting planned for the 19th we would like Reed Contracting to present the preferred method for making the repairs. This should include: prep work, product selection, installation methods and testing. As the EUL continues to develop access to the structures will become more difficult. Thank you in advance and please call me if you have any questions or suggestion.

Alan

EUCO TREMIE GROUT

NON-SHRINK UNDERWATER GROUT



EUCO CHEMICAL

DESCRIPTION

EUCO TREMIE GROUT is specially designed for use in underwater grouting applications. This highly flowable, cement based, non-shrink grout remains in a cohesive, well blended mix when placed or pumped in off-shore concrete repairs.

PRIMARY APPLICATIONS

- Underwater grouting
- Pier supports
- Underwater concrete structures
- Off-shore rigging

FEATURES/BENEFITS

- Non-shrink for positive, secure support
- Does not contain chlorides as additives which may contribute to rebar corrosion
- Highly flowable for easy mixing & pumping
- Rapid strength gain for early support

TECHNICAL INFORMATION

PROPERTY	RESULT @ 72°F (22°C)	RESULT @ 50°F (10°C)
Compressive Strength ASTM C 109 Modified see ASTM C 1107 Section 11.5	1 day: 3,200 psi (22 MPa) 3 days: 4,800 psi (33 MPa) 7 days: 5,600 psi (38 MPa) 28 days: 7,200 psi (49 MPa)	1 day: 1,000 psi (7 MPa) 3 days: 3,000 psi (20 MPa) 7 days: 3,700 psi (25 MPa) 28 days: 4,500 psi (31 MPa)
Volume Change ASTM C 1090 & CRD C 621	3 days: +0.04% 7 days: +0.06% 14 days: +0.06% 28 days: +0.08%	-
Setting Time ASTM C 191	Initial Set: 5 hours Final Set: 7 hours	Initial Set: 12 hours Final Set: 18 hours

Appearance: EUCO TREMIE GROUT is a free flowing powder designed to be mixed with water. After mixing and placing, the color may initially appear much darker than the surrounding concrete. While this color will lighten substantially as the concrete cures and dries out, the grout may always appear somewhat darker than the surrounding concrete.

PACKAGING/YIELD

EUCO TREMIE GROUT is packaged in 50 lb (22.7 kg) bags. Yield is approximately .45 ft³ (.013 m³) of flowable grout when mixed with 1.2 gal (4.5 L) of water. (Also available in bulk bags).

SHELF LIFE

2 years in original, unopened package.

SPECIFICATIONS/COMPLIANCES

- Meets the requirements of CRD C 621, Corps of Engineers specification for non-shrink grout.
- Shows positive expansion when tested in accordance with ASTM Specification C 1090, Standard Test Method for Measuring Changes in Height of Cylindrical Specimens from Hydraulic-Cement Grout.
- Meets the performance requirements of ASTM C 1107, combination volume adjusting grout standard specification for packaged, dry, hydraulic-cement grout (non-shrink).

GROUTS

EUCO TREMIE GROUT

MASTER FORMAT #:
03 62 13

DIRECTIONS FOR USE

Surface Preparation: All concrete surfaces should be clean, sound and free of surface scaling and any material which may interfere with bond.

Mixing: Approximately 1.2 gal (4.5 L) of water will be required to produce a flowable consistency. EUCO TREMIE GROUT should not be placed at a fluid consistency. Mechanically mix for a minimum of 3 minutes then place the grout. For placements where the clearance is beyond 5" (12.7 cm), EUCO TREMIE GROUT may be extended with up to 20 lb (9.1 kg) of 3/8" (9.5 mm) pea gravel per 50 lb (22.7 kg) bag.

Placing: After mixing, grout may be pumped into place. EUCO TREMIE GROUT should be placed continuously.

Curing: No special curing is required when product is placed under water. Air exposed surfaces may be coated with a curing compound if hot, dry conditions exist.

CLEAN-UP

Clean tools and equipment with water before the material hardens.

PRECAUTIONS/LIMITATIONS

- Store materials in a dry place.
- Do not add admixtures or fluidifiers.
- Keep exposed portions of the grout from freezing until a minimum strength of 4,000 psi (27.6 MPa) is reached.
- Rate of strength gain is significantly affected at temperature extremes.
- In all cases, consult the Safety Data Sheet before use.

Rev. 11.14

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